

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 08-14-66192

HUD# 07-14-0623-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PHAN THI CHAU LAM

2237 Monterey Drive

Windsor Heights, Iowa 50324

PHUONG LAM

7414 Elgin Avenue #3B

Lubbock, Texas 79423

COMPLAINANT

BARBARA BRADSHAW

5917 Urbandale Avenue

Urbandale, Iowa 50322

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents failed to provide a reasonable accommodation by refusing to waive their \$30 monthly “pet fee” policy for an assistance animal (therapy dog) and this resulted in different terms, conditions or privileges of rental based on disability. Respondents own or manage the subject property, a duplex located at 5917 Urbandale Avenue, Urbandale, Iowa 51106.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with

the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

3. Respondents acknowledge the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

4. Respondents acknowledge the FHA and ICRA make it unlawful

to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

5. Respondents acknowledge their obligation under the FHA and ICRA to allow assistance animals as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals - defined as service animals, emotional support animals, therapy animals or companion animals – are not considered pets under the FHA and ICRA and cannot, therefore, be subjected to pet fees or pet deposits.

Respondents acknowledge that allowing an assistance animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability as required by law. Under the FHA and ICRA, an assistance animal qualifies as a reasonable accommodation if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability and a need for such support.

Housing providers cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

Respondents acknowledge they will consider each tenant or prospective tenant's situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant's disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant's need for the accommodation, i.e., the relationship between the person's disability and the need for the requested accommodation.

Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." "The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester's disability-related needs." Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

#### Voluntary and Full Settlement

6. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

7. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

## Disclosure

9. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

## Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

## Fair Housing Training

11. Respondents agree Phuong Lam, and each of Respondents' current employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

## New Policy and Practice

12. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards, procedures, and forms for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. § 3601 et seq.

Respondents agree, within thirty (30) days of the execution of this Settlement Agreement to send documentation to the Commission detailing Respondents' said procedures with a copy of their reasonable accommodation policy and applicable forms.

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective residents inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations.

Respondents shall adopt a Reasonable Accommodation Policy for Persons with Disabilities in a form substantially equivalent to Attachment 1. Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards, procedures and forms to each current and future resident who has requested an accommodation.

Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachment 2), or
- Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form,

(Attachment 3)

- Approval or Denial of Reasonable Accommodation Request

(Attachment 4)

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

#### Relief for Complainant

13. On September 30, 2014, Complainant provided Respondents with a copy of the medical documentation issued to her on June 5, 2014, by her physician verifying her need for an assistance animal. In addition, Complainant agrees to complete Attachment 2 with her health care provider when he returns to his office October 11, 2014, and return it to Respondents for their review. Upon receipt and approval of completed Attachment 2 verifying Complainant's need for an assistance animal, to alleviate one or more of the identified symptoms or effects of an existing disability, Respondents agree to waive their \$30 monthly pet fee. Upon receipt of completed Attachment 2, if Respondents deny Complainant's reasonable accommodation request, Respondents will detail the reasons for the denial by completing Attachment 4.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without harassment, discrimination or retaliation. Complainant agrees to follow Respondents' rules and regulations and lease agreement. Complainant agrees she is solely responsible for the conduct of her assistance animal. Complainant agrees to immediately remove all fecal matter from Respondents' property and properly dispose of it. Complainant agrees to restore any areas of the lawn that are directly related to her assistance animal including but not limited to filling holes and sowing grass seed.

Within seven (7) days of receiving from Complainant completed Attachment 2, Respondents agree to complete Attachment 4 and send a copy to both Complainant and the Commission.

14. Respondents agree to reimburse Complainant \$60 in pet fees that Complainant paid in July and August 2014 by issuing a \$60 credit towards October 2014 rent. The \$60 credit will be taken off the

\$580 rent owed for October 2014 as the rental payment is received by October 6, 2014. In addition, Respondents agree to discount October rent an additional \$20 to reimburse Complainant for mowing the subject property's lawn in August 2014. Total rent owed for October 2014 would be \$500 as long as the rent is received by October 6, 2014. (\$580 rent - \$60 reimbursed pet fees= \$520. \$520-\$20 mowing credit= \$500 owed for October 2014 rent).

If Complainant does not remove junk from the subject property prior to October 5, 2014, Complainant will reimburse Respondents \$30 that was credited to her September 2014 rent balance. Complainant will send the reimbursement check to Thang Chau at 3036 West Lake Street, Apartment 107, Minneapolis, MN 55416 and postmark the reimbursement check by October 6, 2014.

15. In consideration for Respondents hiring a professional management company, Complainant and her husband have agreed to voluntarily enter into a new rental agreement, and venter agreement with Respondents and Triplett Companies (Attachments 5 and 6) on or before October 5, 2014. The new rental agreement will expire on June 30, 2015. All rental payments must be sent to Sagacim Inc., DBA Triplett Property Management, and be received by the 6th of each month or Complainant must pay a late fee of \$60 in addition to the rent.

Complainant agrees to contact Triplett Property Management by the 5th of each month to confirm lawn care and snow removal has been taken care of for the previous month. Once notification is received by Triplett Property Management, a \$20 check will be issued and sent to Complainant per the Vendor Agreement.

In consideration for Complainant executing this Agreement, Respondents will professionally clean the heat ducts in Complainant's rental unit by October 15, 2014.

Respondents also agree to send documentation to the Commission by October 22, 2014, verifying the heat ducts have been cleaned.

#### Reporting and Record-Keeping

16. Respondent shall forward to the Commission objective evidence of the successful completion of fair housing training, in the form of a Certificate or a letter from the entity conducting the training,



within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.

17. Within thirty (30) days of the execution of this Settlement Agreement, Respondents shall submit a written report to the Commission detailing Respondents' reasonable accommodation procedures with a copy of their reasonable accommodation policy and applicable request forms, as objective evidence that Respondents have adopted and implemented specific, uniform, and objective written standards, procedures and said forms for receiving and handling requests made by people with disabilities for reasonable accommodation, as evidence of compliance with Term 12 of this Agreement.

18. Within seven (7) days of receiving Complainant's completed Attachment 2, Respondents agree to send completed Attachment 4 to both Complainant and the Commission, as evidence of compliance with Term 13 of this Agreement.

If Complainant establishes a need for an assistance animal, Respondents agree to send a letter to both Complainant and the Commission, stating documentation has been placed in Complainant's tenant file verifying the \$30 monthly pet fee has been waived, as evidence of compliance with Term 13 of this Agreement.

19. Respondents also agree to send documentation to the Commission by October 22, 2014, verifying the heat ducts have been cleaned, as evidence of compliance with Term 15 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Signatures on the following page (page 8)

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Phan Thi Chau Lam, RESPONDENT

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Date

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Phuong Lam, RESPONDENT

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Date

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Barbara Bradshaw, COMPLAINANT

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Date

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Beth Townsend, DIRECTOR

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Date

IOWA CIVIL RIGHTS COMMISSION

Attachment 1

Reasonable Accommodation Policy for Persons with Disabilities

If a tenant or someone associated with a tenant has a disability, he/she may request a reasonable accommodation. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

It is preferred that all requests for reasonable accommodations be submitted in writing to the Apartment Manager. Forms to request reasonable accommodations are available in the rental or leasing office. If a tenant or household member has difficulty completing the form, the Apartment Manager will assist him/her. Oral requests for reasonable accommodations will be recorded and processed in accordance with this policy.

Within fourteen (14) days of receiving the request for reasonable accommodation, the Apartment Manager will notify the person making the request whether the request was granted or denied, or whether additional information is needed before a decision can be made. If the request is denied, the Apartment Manager will include an explanation in the written notification.

If the request is denied, the affected tenant or household member may contact the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

515-281-4121 or 800-457-4416

U.S. Department of Housing and Urban Development

Office of Fair Housing & Equal Opportunity

400 State Avenue

Gateway Tower II

Kansas City, Kansas 66101

913-551-6958 or 800-743-5323

## Attachment 2

### Request for Reasonable Accommodation

If you, a member of your household, or someone associated with you has a disability, and feel that there is a need for a reasonable accommodation for that person to fully enjoy the premises or have equal opportunity to use and enjoy a dwelling unit or the public or common use areas, please complete this form and return it to your Apartment Manager. Check all items that apply and explain fully. The Apartment Manager will assist you in completing this form, and will answer this request in writing within two weeks (or sooner if the situation requires an immediate response).

Name of Tenant or Applicant: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Signature of Tenant or Applicant: \_\_\_\_\_

The person who has a disability requiring a reasonable accommodation is:

☐ Me

☐ A person associated or living with me

Name of person with disability: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I am requesting the following change(s) in rule, policy, or practices so that I and persons associated or living with me can live here with equal opportunity to use and enjoy the premises.

I need the following change(s):

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I need this reasonable accommodation because:

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Requester \_\_\_\_\_ Date \_\_\_\_\_

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Apartment Manager

Date

To be completed by Applicant's health care provider if the disability-related need for the assistance animal is not readily apparent to or already known by the Landlord

Does the Applicant have a physical or mental impairment that substantially limits one or more major life activities? Yes \_\_\_\_\_ No \_\_\_\_\_

Is an assistance animal required to work, provide assistance, perform tasks or services to relieve the Applicant's physical or mental impairment, or to provide emotional support that alleviates one or more of the identified symptoms or effects of the Applicant's existing physical or mental impairment? Yes \_\_\_\_\_ No \_\_\_\_\_

If you answered "yes" please explain what disability-related assistance or emotional support the assistance animal provides to alleviate one or more of the identified symptoms or effects of an existing disability. If the disability is not obvious, housing providers may request that a health care provider verify the disability. Health care providers are not required to provide descriptive details about the disability or the specific diagnosis.

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Health Care Provider

Date

Business Address of Health Care Provider:

Attachment 3

Request for Reasonable Accommodation

[To be completed by Apartment Manager if Requester cannot or will not complete written form.]

On \_\_\_\_\_, the undersigned Tenant or Applicant orally requested a reasonable accommodation. He/she requested the following change(s) in rule, policy or practices:

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Signature of Tenant or Applicant: \_\_\_\_\_

Name of Tenant or Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned, Apartment Manager of \_\_\_\_\_ Apartments:

† Gave the Tenant or Applicant the form, “Request for Reasonable Accommodation” and offered to assist in completing the form.

† Granted the request.

† Explained the request could not be evaluated until the following additional information is provided.

\_\_\_\_\_

Apartment Manager

Date

Attachment 4

Approval or Denial of Reasonable Accommodation Request

Dear: \_\_\_\_\_

Address: \_\_\_\_\_

On \_\_\_\_\_, you requested the following reasonable accommodation:

\_\_\_\_\_

\_\_\_\_\_



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We have reviewed your request and we have decided:

☐ To approve your request. We will make the following change(s) in rule, policy or practices:

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Date change(s) will be made: \_\_\_\_\_

☐ To deny your request. We denied your request because:

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In making this denial decision, we relied on information provided by the following people or documents:

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☐ To seek further information from you about your request. We cannot approve or deny your request without additional information or documentation. Please provide:

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Apartment Manager

Date